

When recorded mail to:
Cochise County Attorney
Drawer CA
Bisbee, AZ 85603

Exempt pursuant to
A.R.S. § 11-1134.A.3

Agreement for Transfer of Property

This Agreement for the transfer of property is entered into between Larry Hubbard LLC, an Arizona Limited Liability, Wilson Holding Company LLC, an Arizona Limited Liability Company, heirs or assigns (collectively the "Applicant"), and Cochise County, a political subdivision of the State of Arizona ("County").

Recitals

1. The applicant wishes to acquire a portion of public right-of-way described on Exhibit "A" (the Property"), on the terms and conditions set forth herein.
2. The County wishes to abandon the Property on the terms and conditions set forth herein.

Terms and Conditions

- A. **EMERGENCY SERVICE ACCESS.** Abandonment of the Property removes a future connection along Dorothy Avenue, between Meadowlark Lane and Verde Drive, and creates a dead-end south of an existing residence on Lot 158 Mescal Lakes Unit II. The County shall abandon the Property upon the condition that the Applicant provides an emergency access route, connecting the dead-end of Dorothy Avenue to Meadowlark Lane through the Property, the Applicants lots described on Exhibit "B", or a combination thereof. The emergency access route, in lieu of a cul-de-sac, shall provide sufficient area for service vehicles such as fire trucks, ambulances, etc.
- B. **TRANSFER OF TITLE.** Upon completion of the emergency access route identified in paragraph A above to the satisfaction of the County, the County shall execute a Quit Claim deed, transferring title of the Property to the Applicant in accordance with A.R.S. § 28-7205. Upon execution of this Agreement by all parties and recordation thereof, the Applicant shall deposit nine thousand three hundred dollars (\$9,300.00) with the County as giving of consideration in accordance with A.R.S. § 28-7208.
- C. **FAILURE TO COMPLETE.** In the event the Applicant is unable to complete the emergency access route identified in paragraph A above within five (5) years of the date of execution of this Agreement, the County may terminate this Agreement. The County shall notify the Applicant and shall file documents to terminate/nullify this Agreement and any document pertaining thereto. Further the County shall return the amount deposited in paragraph B. above, being nine thousand three hundred dollars (\$9,300.00), to the Applicant since a transfer of title did not occur.
- D. **GOVERNING LAW.** This Agreement shall be governed by and constructed in accordance with the laws of the State of Arizona.

- E. COUNTER PARTS. This Agreement may be executed in any number of counterparts, all such counterparts shall be deemed to constitute one and the same instrument, and each of said counterparts shall be deemed an original thereof.
- F. AMENDMENTS AND MNODIFICATIONS. This Agreement may only be modified, amended or supplemented by mutual written agreement of the parties.
- G. ENTIRE AGREEMENT. This Agreement and the Exhibits attached hereto constitute the entire agreement of the parties in respect of the subject matter hereof and supersedes all prior negotiations between, or documents executed by the parties hereto.
- H. CONTRACTUAL. The terms of this Agreement are contractual and not merely a recital.
- I. ATTORNEY'S FEES AND COST. Should suit be brought to enforce to interpret this Agreement, the prevailing party shall be entitled to recover all fees, charges, costs and expenses including reasonable attorney's fees assessed by the court.
- J. SEVERABILITY. In the event any provision hereof or any portion of any provision hereof shall be deemed to be invalid, illegal or unenforceable, such invalidity, illegality or unenforceability shall not alter the remaining portion or any provisions, or any other provision hereof, as each provision of this Agreement shall be deemed to be severable from all other provision thereof.
- K. BINDING CLAUSE. This Agreement and each of the covenants and conditions contained herein shall inure to the benefit of the parties hereto, their representative heirs, personal representatives, and assigns.

The parties hereto set their hand of the day and year set forth below.

APPROVED:

COCHISE COUNTY BOARD OF SUPERVISORS

Richard R. Searle, Chairman

Date

ATTEST:

Arlenthe G. Rios , Clerk of the Board

Date

APPROVED:

LARRY HUBBARD LLC

Thomas R. Lang, Manager	Date
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Larry Hubbard, Member	Date
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WILSON HOLDING COMPANY LLC

Ginger Wilson, Manager/Member	Date
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Casey Wilson, Member	Date
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Preston Wilson, Member	Date
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EXHIBIT "A"

PARCEL I

The East half of that portion of a certain 60 foot wide public right-of-way, known as Dorothy Avenue, as it adjoins the East boundary of Lot 159 and the West boundary of Lot 87, MESCAL LAKES UNIT II, according to Book 7 of Maps and Plats, page 30, Office of the County Recorder, Cochise County, Arizona.

PARCEL II

The West half of that portion of a certain 60 foot wide public right-of-way, known as Dorothy Avenue, as it adjoins the East boundary of Lot 159 and the West boundary of Lot 87, MESCAL LAKES UNIT II, according to Book 7 of Maps and Plats, page 30, Office of the County Recorder, Cochise County, Arizona.

EXHIBIT “B”

LARRY HUBBARD LLC

Lot 159, MESCAL LAKES UNIT II, according to Book 7 of Maps and Plats, page 30, Office of the County Recorder, Cochise County, Arizona.

WILSON HOLDING COMPANY LLC

The West 25 feet of Lot 84 and all of Lots 85, 86 and 87, MESCAL LAKES UNIT II, according to Book 7 of Maps and Plats, page 30, Office of the County Recorder, Cochise County, Arizona.